

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 8/26/16 11:00 AM CST
TITLE: PRINTED FILE FOLDERS		RETURN BID TO: PURCHASING DIVISION
FILE NO: ANNUAL CONTRACT A16-0510 AD DATES: 08/08/16 and 08/15/16 CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD		<u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
SHIP TO ADDRESS: Various job locations within East Baton Rouge		Contact Regarding Inquiries: Purchasing Analyst : ARIELLE WILLIAMS Telephone Number: 225-389-3259 x 309 Email: apwilliams@brgov.com
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATE ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or **Nolo Contendere** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of

the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR BID

- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- If requested, information must be submitted within 7 days.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- Samples may be required. When requested, samples must be furnished at vendor's expense, and received not later than 10 days after request. Packages should be clearly labeled with the file number. Each individual sample within the package must be clearly labeled with bidder's name, manufacturer's brand name and number, file number and item reference. Submit only one bid proposal's samples per box. Samples of successful bidder will be retained at the purchasing office or the using agency for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at vendors expense. Any other samples received, if not destroyed in testing, may be returned at the bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than 10 days after receipt of samples, or commodities shall be disposed of by City of Baton Rouge. Samples should be the exact items quoted.

PRICE SHEET

GENERAL: The intent of this proposal is to establish prices for the purchase and delivery of Printed File Folders for Various City Parish Departments. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Samples are included for each item to insure correct color, size, type, print size and type. **Prior to printing, proofs shall be submitted to and approved by the designated employee of each department.** Actual dates and numbering may change annually and must be confirmed prior to printing. Unless stated otherwise all folders will be printed in black ink. Orders are placed on an annual basis.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
FILE FOLDERS, PRINTED YEAR (CITY PROSECUTOR'S OFFICE) ITEMS 1-3					
0001	LETTER SIZE, (DWI) BRAND & PRODUCT NO. BID _____	1	M		
0002	LETTER SIZE, (DOMESTIC) BRAND & PRODUCT NO. BID _____	1.5	M		
0003	LETTER SIZE, (CRIMINAL) BRAND & PRODUCT NO. BID _____	9	M		
DISTRICT ATTORNEY'S OFFICE 19TH JUDICIAL DISTRICT ITEM 4					
0004	CUSTOM LEGAL SIZE (HILLAR C. MOORE, III, DISTRICT ATTORNEY) BRAND & PRODUCT NO. BID _____	22	M		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CITY COURT ITEMS 5-8					
0005	LETTER SIZE, (DWI) BRAND & PRODUCT NO. BID _____	2.5	M		
0006	LETTER SIZE, (CRIMINAL) BRAND & PRODUCT NO. BID _____	30	M		
0007	LEGAL SIZE, (CIVIL) BRAND & PRODUCT NO. BID _____	12.5	M		
0008	LETTER SIZE, (WITNESS/SURETY CASE) BRAND & PRODUCT NO. BID _____	1	M		
JUVENILE SERVICES ITEM 9					
0009	JUVENILE SERVICES LEGAL SIZE,(SPECIALTY) BRAND & PRODUCT NO. BID _____	2.5	M		

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

**Specifications for Printed File Folders
Contract A16-0510**

CITY PROSECUTOR'S OFFICE: ITEM NO. 1-3: Folders shall be 11 point, letter size, size - front panel - 8 3/4", back panel - 9 1/2" and width - 11 3/4" with a permaclip type fastener heat sealed in the No. 1 position on the inside back panel. **Item No. 1. DWI** color - Green, **Item No. 2. DOMESTIC**, color - yellow, **Item No. 3. CRIMINAL**, color - light blue. Inside Delivery : Prosecutor's Office, City of Baton Rouge, 233 St Louis St Room 255, Baton Rouge, LA. 70802. Attention: Pat Johnson at (225) 389- 3119. **Proof Approval Required.**

DISTRICT ATTORNEYS OFFICE: ITEM NO. 4: Folders shall be 11 point, color - white tag, custom legal size, back panel 10" height by 14 3/4" length, front panel shall be 9 5/16" height by 14 1/8" length. Heat sealed 2" permaclip type fasteners shall be installed in the No. 1 and 3 positions. Color coded with special location of color bands. A six band field with the fifth band being blank (without strip) for office use and the sixth blank being constant is required. The space for the office writing must be separate from the date. Band color for date is to be Black. Numbers to start with 0001 11. Inside Delivery: District Attorney's Office, 19th. Judicial District, located at 222 St. Louis Street, 5th Floor Baton Rouge, LA. 70802. Attention: Kathy McGrew at (225) 389-3400. **Proof Approval Required.**

CITY COURT: ITEM NO. 5: DWI letter size folder shall be. 11 point paper, color - manila, with a small pocket and the same type and gauge metal fastener on inside back panel as sample. Inside Delivery to Baton Rouge City Court, Criminal/Traffic Division at 233 St Louis St, Baton Rouge, LA. 70802. Attention: Chiquita Jackson at (225) 389-8450. **Proof Approval Required.**

CITY COURT: ITEM NO. 6: CRIMINAL letter folder shall be .11 point paper, color -white, with a small pocket and the same type and gauge metal fastener on inside back panel as sample. Delivery to Baton Rouge City Court Criminal/Traffic Division at 233 St Louis St, Baton Rouge, LA 70802. Attention: Chiquita Jackson (225) 389-8450. **Proof Approval Required.**

CITY COURT: ITEM NO. 7: CIVIL FILE FOLDERS construction to be 14 point stock with double-ply back panel equivalent to 28 point, manila folder. Overall dimensions: back panel 9 1/2" height by 15 1/2" width including 3/4" index tab. Front panel 9 1/2" height by 14 3/4" width with seven score lines providing for 1.5" expansion. Two (2) 2" permanently bonded fasteners to be factory installed, one (1) 2" fastener on inside of back panel at opposite end of 3/4" tab and one (1) 2" fastener on the inside front panel directly across from the front panel fastener. Four lines of additional wording to be typed on the front of folder as specified. Front panel to be printed in black ink.

End tab to have tic marks printed at top and bottom with top tic mark starting exactly 1/4" down from top edge of back flap. Second tic mark to be exactly 8 and 1/16" down from top tic mark. Tic marks to extend exactly 1/2" in front edge of end tab on both sides of the tab. These tick marks are to assure consistency in applying 5" strip labels. End tab to have the heavy dark line included as shown on sample. Inside delivery to Baton Rouge City Court at 233 St. Louis Street, Room 208, Baton Rouge, LA 70802. Attention: Chiquita Jackson (225) 389-3017. **Proof Approval Required.**

CITY COURT: ITEM NO. 8: WITNESS SURETY CASE FOLDERS Letter size folders, 11 pt. green color with a small pocket and one (1) fastener. Special size left-hand folder with reinforced top and side tab. Black print on all four (4) panels. Inside delivery to Baton Rouge City Court located at 233 St. Louis Street, Baton Rouge, LA 70802. Attention Tanya Ledoux at (225) 389-3450. **Proof Approval Required.**

JUVENILE SERVICES: ITEM NO. 9: Brown Kraft, 17 pt., legal size drop front, top and end tab file folders with 4" expansion and one (1) doc-u-clip in position 1 & 3. Each folder will have one set of Major Heading index tabs to be 8.5" width x 14.5" height, 125# white tag, tabs printed both sides in black ink, two (2) holes punched centered on top, reinforced and clear Duratab mylar on each tab, five (5) tabs per set. Each folder will also have one set of index tabs to be inserted behind the "Demographics/Assessments" tab of the Major Heading tab to be 8.5" width x 14.5" height, 125 # white tag tab printed both sides in black ink, two (2) holes punched centered top, reinforced, and will have clear Duratab mylar on each tab, four (4) tabs per set. There will be also be a set of Sub tabs behind each Major Heading tab, total of (4) sub sets per folder, to be 8.5" width x 14.5" height, 125 white tag, tab printed both sides in black ink, two (2) holes punched centered top, reinforced and will have clear Duratab mylar on each tab, six (6) tabs per set. Folders shall have all indexes installed when delivered. Folders will be ordered approximately twice each year. Inside delivery to Dept. of Juvenile Services, 8333 Veterans Memorial Blvd., Baton Rouge, LA 70807. Attention: Terri Henderson (225) 356-1229.

Proof Approval Required.

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____ Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

By _____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this day of _____, 20 _____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____.

SECRETARY